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- 3. Actual and compensatory damages due based on the Union's contractual repudiation, and Plaintiff's illegal secondary actions in violation of 8(b)(4) of the NLRA, 29 U.S.C. 29 U.S.C. § 187.
- 4. Monetary damages, extraordinary expenses, attorney fees, costs, pre- and post-judgment interest due based on the Union's contractual repudiation and illegal secondary actions.
- 5. For such other and further relief as the Court finds just and equitable. Respectfully Submitted this 28th day of September, 2015.

By:/s/ Christopher L. Hilgenfeld

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